

LAW OFFICES OF
JACOBS, ROBBINS, GAYNOR, HAMPP, BURNS, COLE & SHASTEEN, P.A.

STEPHEN A. BENNETT
SUSAN FLEMING BENNETT
THOMAS W. BLACK
RUSSELL M. BLAIN
JOEL D. BRONSTEIN
JOHN S. BURNETT
GUY M. BURNS
JOHN H. W. COLE
ROBERT C. DECKER
L. JAMES DICKSON
V. JAMES DICKSON
BENJAMIN FELDER
WILLIAM J. FLYNN III
JOAN A. FORTUNE
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GARY L. GREEN
KURT P. HAMPP
JOHN CURTIS HUCKS
RICHARD O. JACOBS
EDWIN B. KAGAN
KAREN M. KAUFMAN
JOHN R. KIEFNER, JR.
J. BAIRD LEFTER

ONE PLAZA PLACE NORTHEAST, SUITE 700
POST OFFICE BOX 14034
ST. PETERSBURG, FLORIDA 33733
813-895-1971

2100 66TH STREET NORTH
POST OFFICE BOX 40130
ST. PETERSBURG, FLORIDA 33743
813-381-5588

201 EAST KENNEDY BOULEVARD, SUITE 1511
TAMPA, FLORIDA 33602
813-223-7576

611 DRUID ROAD EAST, SUITE 707
CLEARWATER, FLORIDA 33516
813-447-9557

TELEX 522629-JRGTPA

REFER TO FILE NO.
2724/26113
PLEASE REPLY TO

STEWART O. OLSON
CHARLES M. PHILLIPS, JR.
DALE K. QUINLAN
DAVID L. ROBBINS
WILLIAM M. SCHNEIKART
WILLIAM M. SHARP
PHILIP M. SHASTEEN
JAMES B. SOBLE
JAMES A. STAACK
BETTY K. STEELE
JANET H. THURSTON
L. GEOFFREY YOUNG

OF COUNSEL
MARTIN J. ROESS, P.A.

OF COUNSEL - EUROPE
PETER J. MICHAU
SOLICITOR
81 PICCADILLY
LONDON W1V0JH
ENGLAND
(NOT A MEMBER OF FLORIDA BAR)

RECORDATION NO. 14211
FEB 14 1983

DEC 8 - 1983 - 3 15 PM
INTERSTATE COMMERCE COMMISSION

One Plaza Place
December 5, 1983

Mr. James Bayne
Acting Secretary
Interstate Commerce Commission
12th & Constitution Aves., N.W.
Washington, D.C. 20423

No. 3-342A/80
Date DEC 8 1983
Fee \$ 50.00

Dear Secretary Bayne:

ICC Washington, D. C.

I have enclosed an original and one counterpart of the document more fully described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Security Agreement, a primary document, dated December 1, 1983.

The names and addresses of the parties to the document are as follows:

Secured Party:	Park Bank of Florida One Plaza Place Northeast St. Petersburg, Florida 33701
Debtor:	Anthony Andriuli and Susan P. Andriuli 6248 109th Avenue North St. Petersburg, Florida 33565

A description of the equipment covered by the document is as follows:

One Southern Pacific Dome Lounge Railroad Car #3601, also known as RASX (bearing such reporting marks).

A fee of \$50.00 is enclosed. Please return the original recorded copy to James B. Soble, Esq., Jacobs, Robbins, Gaynor, Hampp, Burns, Cole and Shasteen P.A., One Plaza Place Northeast, St. Petersburg, Florida 33701. A short summary of the document to appear in the index is as follows:

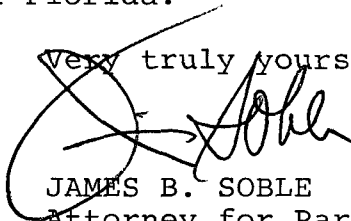
Mr. James Bayne

- 2 -

December 5, 1983

Security Agreement pledging a security interest in
Southern Pacific Dome Lounge Car #3601 also known as
RASX to the Park Bank of Florida.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. Soble", written over the typed name "JAMES B. SOBLE".

JAMES B. SOBLE

Attorney for Park Bank of Florida

JBS:pk
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

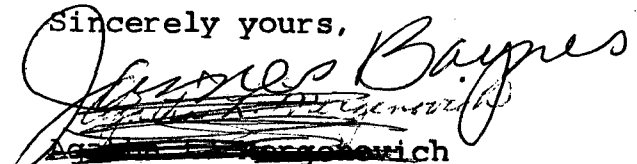
OFFICE OF THE SECRETARY

James B. Soble, Atty.
Jacobs, Robbins, Gaynor,
Hampp, Burns, Cole & Shasteen, P.A.
One Plaza Place Northeast
St. Petersburg, Florida 33701

December 8, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/8/83 at 3:15PM and assigned re-recording number(s). 14211.

Sincerely yours,

~~James B. Soble~~
Secretary

Enclosure(s)

RECORDATION NO. 14211
DEC 8 - 1983 - 3 15 PM

INTERSTATE COMMERCE COMMISSION

SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that ANTHONY ANDRIULI and SUSAN P. ANDRIULI, his wife, hereinafter referred to as "Debtor", for value received, agrees to and does hereby grant to PARK BANK OF FLORIDA, a Florida banking corporation, hereinafter referred to as "Secured Party", a security interest in the following property:

The personal property, more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, situate in or upon that certain real property situate, lying and being in Pinellas County, Florida, and being more particularly described in Exhibit "B" attached hereto and by this reference made part hereof ("mortgaged premises") and which items now are or may be hereafter in and upon such mortgaged premises, whether the same be attached or unattached, and whether the same be detached or detachable, which are owned in either absolute title or as to the lessee's interest therein at any time by the Debtor, together with the proceeds thereof as well as all replacements, additions and accessions at any time in the future;

all such property being hereinafter referred to as "Collateral", as additional security to secure the payment of principal, interest and other sums due or to become due under that certain Note of even date from Debtor to Secured Party in the principal amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) and any and all extensions, modifications or renewals of said Note, all present and future indebtedness, obligations and liabilities contained in or referred to or which may hereafter arise in connection with or as contemplated by that certain Mortgage securing said Note, which Mortgage encumbers the property described in Exhibit "B", and other property, and any and all modifications or extensions of said Mortgage and all obligations and liabilities of Debtor hereunder and under any other instrument securing the payment of said note, all of which are hereinafter referred to as the "Obligations".

Debtor does hereby covenant, warrant and agree as follows:

1. The Collateral now owned and hereafter acquired shall be used primarily for business use. The Collateral shall be kept at and on the real property described in Exhibit "B", upon which property is or will be constructed certain appurtenant improvements.

2. To pay and perform, all and singular, the Obligations, including but not limited to the payment of sums of principal and interest and other sums payable by virtue of the above described Note and said Mortgage promptly when due, to perform all of Debtor's agreements in said Mortgage and herein and to pay all taxes and assessments levied or assessed against the Collateral, against this Security Agreement and against the Obligations secured hereby, whether such taxes and assessments be against the Collateral, the Obligations, the Debtor, the Secured Party or another. All such taxes and assessments shall be paid by Debtor before they become delinquent, and before the date they would have become delinquent or within ten (10) days after payment of same, whichever shall be sooner, Debtor shall deliver to Secured Party official receipts, or copies thereof, showing payment.

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3. Debtor is and will be the owner of the Collateral free and clear from any lien, security interest or encumbrance, except for the lien and the obligations of this Security Agreement or any other liens which may be consented to by Secured Party in writing. Debtor will, from time to time at the request of Secured Party, execute one or more financing statements and such other documents (and pay the costs of filing or recording the same in all public offices deemed necessary or desirable by Secured Party) and do such other acts and things, all as Secured Party may request to establish and maintain a valid perfected first security interest in the Collateral to secure the payment and performance of the Obligations. From time to time, upon the request of the Secured Party, Debtor will furnish an inventory of the Collateral to Secured Party, which inventory shall specifically describe the Collateral by make, model and serial number insofar as possible.

4. To keep the Collateral, all and singular, on the property described in Exhibit "B" and improvements thereon and not to remove or permit same to be removed therefrom without the prior written consent of the Secured Party except that Debtor shall be entitled to dispose of such of the Collateral as has become unfit for continued use provided Debtor simultaneously replaces same with property of similar kind and for like use and provided the purchase price of such replacements shall have been paid in full and provided that the lien of this Security Agreement shall continue upon replacements. To use reasonable care and diligence to preserve and keep the Collateral in good condition and not to permit or commit any waste, impairment or deterioration thereof and to use same only for the purpose for which same is now agreed upon to be used in connection with said improvements.

5. Not to sell or attempt to sell any of the Collateral and not to create or permit any other security interest or other lien or encumbrance upon such Collateral without the prior written consent of the Secured Party.

6. To pay, all and singular, the expenditures, costs, charges and expenses, including reasonable attorneys' fees and costs of title searches and information requests, incurred or paid at any time by the Secured Party because of the failure on the part of the Debtor promptly and fully to perform and pay the Obligations, and all such costs, charges and expenses shall be immediately due and payable and shall bear interest at the maximum legal contract rate from date of payment by Secured Party until repaid by Debtor and, together with such interest, shall be secured by the lien of this Security Agreement.

7. Debtor shall be in default under this Agreement upon the happening of any of the following events or conditions: (a) failure or omission to perform or pay when due any obligation (including any installment thereof or interest thereon); (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of Debtor proves to have been false in any material respect when made or furnished; (c) Debtor shall make an assignment for the benefit of Creditors; (d) a Receiver is appointed for Debtor or any part of the Collateral; (e) Debtor files a Petition in Bankruptcy, is adjudicated a bankrupt, or files any petition or institutes any proceedings under the National Bankruptcy Act with respect to Debtor's assets and liabilities; (f) if Debtor defaults in, breaches or fails to perform any one or more of the covenants and agreements contained in either this Security Agreement, the Mortgage, or the documents set forth in said Mortgage, Mortgage Note, Assignment of Rents, Leases, Profits and Contracts or Construction Loan Agreement executed of even date herewith by the Debtor.

8. Upon the occurrence of any non-monetary default which remains uncured for fifteen (15) days or more, Secured Party may, at its option, declare all Obligations secured hereby, or any of

them (notwithstanding any provision thereof), immediately due and payable without further demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice, and Secured Party shall have and may exercise from time to time any and all rights and remedies of a Secured Party under the Uniform Commercial Code of the State of Florida and any and all other rights and remedies available to it under any other applicable law, including the right to foreclose this Security Agreement in the above identified mortgage in the same proceedings. In the event of a default which is not cured within the applicable curative period, if any, upon request or demand of Secured Party, Debtor shall, at Debtor's expense, assemble the Collateral and make it available to the Secured Party and Debtor shall promptly pay all costs of Secured Party of collection of any and all of the Obligations and enforcements of rights hereunder, including reasonable attorneys' fees and legal expenses and expenses of any repairs to any of the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed or be a part. Expenses or retaking, holding, preparing for sale, selling or the like, shall include those incurred on appeal, if any.

9. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof or the exercise of any other right or remedy. Time is of the essence of this Agreement.

10. The provisions of this Agreement are cumulative and in addition to the provisions of the Note secured by this Agreement and the provisions of the above identified Mortgage and other instruments securing said Note and Secured Party shall have all the benefits, rights and remedies of and under the Note secured hereby and any other instrument securing same. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns and all obligations of Debtor hereunder shall bind the successors and assigns of Debtor.

11. This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Agreement.

12. Notwithstanding any other provisions hereof, Debtor, by the execution and delivery hereof, and Secured Party, by the acceptance hereof, recognize and agree that certain items or portions of the Collateral may be now or hereafter so attached to the buildings and improvements as to become fixtures or a part of the realty and as such, encumbered as a part of the realty by the above identified Mortgage, and nothing herein shall be considered as an agreement or to imply that any such item of the Collateral which is or may hereafter be attached to and a part of the realty is personal property as distinguished from real estate, and nothing herein shall be construed to limit or diminish the lien effected by the above identified Mortgage upon the realty, including any of said Collateral which is or may become a part of the realty.

13. In the event of any assignment hereof by Secured Party, Debtor covenants and agrees that Debtor will not assert against any assignee hereof any claim or defense which Debtor may have against Secured Party, except Debtor may assert against any such assignee any defense of a type which may be asserted against a holder in due course of a negotiable instrument under the Uniform Commercial Code of the State of Florida.

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14. For purposes hereof, defaults under the Note shall be deemed to be monetary defaults and defaults hereunder and the Mortgage, other than monetary defaults under the Note, shall be deemed "non-monetary defaults".

IN WITNESS WHEREOF, Debtor has caused this instrument to be executed this 15 day of December, 1983.

Witnesses:

John B. John
Mark W. Wando

Anthony Andriuli
Anthony Andriuli

John B. John
Mark W. Wando

Susan P. Andriuli
Susan P. Andriuli

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me this 15 day of December, 1983, by ANTHONY ANDRIULI.

John H. Tursilo
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 20, 1987
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and acknowledged before me this 15 day of December, 1983, by SUSAN P. ANDRIULI.

John H. Tursilo
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 20, 1987
BONDED THRU GENERAL INS. UND.

Exhibit "A"

Southern Pacific Railroad Dome Lounge # 3601, also known as RASX 9382 and bearing reporting marks RASX 9382.

Q.9.

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B EXHIBIT

All of Lots 1, 2, 3, 4, 5 and 26, AND Lot 6, LESS that part described in Order of Taking filed July 22, 1963, as Clerk's instrument No. 91463B, Pinellas County Records, as follows: Commence at the Northwest corner of the SE 1/4 of Section 19, Township 30 South, Range 17 East, at a point 2617.77 feet West of the Northeast corner of the SE 1/4 of said Section 19, run thence South 0°12'32" East, 291.84 feet; thence North 89°44'28" East, 50.00 to a Point of Beginning; continue thence North 89°44'28" East, 12 feet; thence North 29°53'45" West, 24.23 feet; thence South 0°12'32" East, 21.06 feet to the Point of Beginning, All in Block "A", WHITEWAY ANNEX, according to plat thereof recorded in Plat Book 9, Page 3, Public Records of Pinellas County, Florida.

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